

COMMENT SET 9: BRIAN STACY, LOCAL FISHERMAN

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 by rattler1.slc.ca.gov
 for <mcfarls@slc.ca.gov>; Fri, 16 Jan 2009 14:29:34 -0800
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 From: "brian stacy" <bstacy166@yahoo.com>
 To: <mcfarls@slc.ca.gov>
 Subject: Suggestions for a fair EIR
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comments on draft EIR for at&t 2009 cable installation at montana deoro landing sight. Dear Scott, there are obvious impacts that have not been addressed in the draft EIR/ agreement between cable co. and fishermen. first I would say it is a interesting angle to say that all of the impacts are mitigated through measures outlined in the "agreement", It has no monitoring/enforcement!

#1. The state needs to be more proactive in distribution of mitigation for impacts of cables to local fishers like myself and provide a liason. I will reidentify the issues for the final EIR.

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when they do not comply with the agreement they create impacts that rise above the "significant" level.

In the draft EIR they point to the "agreement" repeatedly as a mitigation measure or mitigating circumstance. It is not being applied evenly or fairly and needs state monitoring and administration as in the past fishermen have been allowed to steal the mitigation identified in the agreement, and hand pick who receives the jobs (mitigation), who gets lost catch compensation and who gets the high dollar committee jobs, all outlined in agreement as mitigation for impacts. What in the agreement or EIR assures my business will not be discriminated against again? And the impacts they create will be mitigated and payment for lost catch will be made in full, jobs distributed to boats that have not already been used, etc.?

Where is it outlined what they pay for displaced fishing opportunities, How much for set gear, trolling, drifting? what is the process to be compensated, where are the forms? They are out of order pretending there are "no impacts" to local fishermen because they are mitigated in "the agreement" IT HAS NEVER BEEN ENFORCED EVENLY.

It=(EIR or agreement)

It (EIR or agreement) does not provide for compensation without showing my competition my personnel landing info (committee fishermen), or allow me to use landings I have already been forced to show them. The state needs to make sure that remains personnel somehow, state liaison.

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It does not require more transparency of the committee, if they are going to be responsible for noticing and informing fishermen write some penalties in for non-compliance as you are aware, they have not fulfilled that in the past.

It does not provide a non-fishing liaison, an honest one, with no personnel interest in hand feeding information to their friends and family to steal mitigation identified in "the agreement" with, and provide some monitoring of process.

It does not address the non-productive set gear situation, look at the small amount of crab landings identified in the draft EIR and you can see what I say is true. When they reopen salmon fishing this will again be a huge problem, thousands of non-productive crab pots on the salmon tuck to stay in position for cable money!

It does not address the unpaid lost catch compensation from 2000, 2003 and 2005 and how to avoid a repeat nonpayment, noncompliance penalties for nonpayment etc.

It says fishermen will be compensated for lost catch but does not identify a lost catch compensation program allowing manipulation of program to disqualify non-committee related fishers while committee fishers receive unmolested compensation, while noncommittee fishers' claims are rejected and the process changed to avoid paying legitimate lost catch claims as it was last time.

It says they will use local vessels for cable watches, and work, but there is no one from the state making sure those jobs are distributed in a fair

manner, like a state liason. there have been special rules made at secret meetings to disquallify some fishermen in the past please spell them out clearly in the EIR as those that do not get a job must recieve lost catch compensation.
otherwise a few fishermen get all the mitigation outlined in the agreement while others have no recourse when displaced. the two are supposed to work together I think, some fishermen get jobs others are compensated for their catch potential otherwise there is no sense of fairness.

the committee is not fulfilling their obligations outlined in the agreement as I have told you in the past. It is discriminatory in nature. and will never treat my buisness fairly without better state oversight and a nonfishing liason to deter fraudulent activity like that we saw dureing the last installation and 2 inspections.

Thanks for the opertunity to comment please do the right thing in the final EIR and address these issues, provide contact information and claims process for lost catch, provide a honest state liason with nothing to gain to distribute jobs and monitor agreement as well as oversea and administer provisions outline within the agreement.

Thanks, Brian Stacy F/V MARJA 805-440-0180

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RESPONSE TO COMMENT SET 9: BRIAN STACY, LOCAL FISHERMAN

9-1 The significance criteria used in the DEIR to categorize impacts are based on precedence and our assessment indicates that no significant impacts to the fishing industry are expected from the proposed actions. In addition, the existing Cable Operators'-Fishermen's Agreement, provides additional measures to reduce potential construction- and operation-related effects, and establishes methods by which fishers can apply for compensation for loss of gear and/or revenue as a result of cable placement and operation.

Discussions with the Liaison Officer for the Central California Joint Cable Fisheries Liaison Committee and a re-read of the Agreement suggest that the claims process is clearly described in the agreement. For further questions on the claims process please contact:

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